

HOGAN & HARTSON

COLUMBIA SQUARE
555 THIRTEENTH STREET NW
WASHINGTON, DC 20004-1109
202/637-5600

WRITER'S DIRECT DIAL NUMBER
202/637-5600

RECORDATION NO

16769-B

FILED 1425

FEB 20 1990 -12 05 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO

16769-C

FILED 1425

FEB 20 1990 -12 05 PM

INTERSTATE COMMERCE COMMISSION

16769-A

FILED 1425

FEB 20 1990 -12 05 PM

INTERSTATE COMMERCE COMMISSION

February 20, 1990

RECORDATION NO

FILED 1425

8701 ROCKLEDGE DRIVE
BETHESDA, MARYLAND 20817
301/493-0030

111 SOUTH CALVERT STREET
BALTIMORE, MARYLAND 21202
301/659-2700

8300 GREENSBORO DRIVE
MCLEAN, VIRGINIA 22102
703/848-2600

RECORDATION NO

16769-A

FILED 1425

FEB 20 1990 -12 05 PM

INTERSTATE COMMERCE COMMISSION

By Hand Delivery

FEB 20 1990 -12 05 PM

Ms. Noreta R. McGee

Secretary

Interstate Commerce Commission

12th & Constitution Avenue, N.W.

Washington, D.C. 20423

ATTN: Mrs. Mildred Lee

INTERSTATE COMMERCE COMMISSION

0-051A005

16769

RECORDATION NO

FILED 1425

FEB 20 1990 -12 05 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and two photostatic copies of the following documents:

1. The Bill of Sale, dated December 15, 1989 between Pacific Rail Leasing Corporation, as Purchaser, and Sanwa Bank California, as Trustee.

A description of the railroad equipment covered by the enclosed document is set forth in Annex A-1 to the Bill of Sale.

2. The Bill of Sale, dated as of February 15, 1990 between Pacific Rail Leasing Corporation, as Purchaser, and D.E. Mundell and Ben Maushardt, as Trustees, Transferor.

A description of the railroad equipment covered by the enclosed document is set forth in Annex A-1 to the Bill of Sale.

(3) The Bill of Sale, dated as of February 15, 1990 between PAC Rail, Buyer, and Pacific Rail Leasing Corporation, as Seller.

A description of the railroad equipment covered by the enclosed document is set forth in Annex A-1 to the Bill of Sale.

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4. The Full Cost Loan Pool Agreement, dated as of November 8, 1989 between PAC Rail, as Borrower; Pacific Rail Leasing Corporation, as Guarantor; and Concord Asset Management, Inc., as Lender.

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit A of the Security Agreement.

5. The Security Agreement, dated as of February 15, 1990 between PAC Rail, as Borrower, and Concord Asset Management, Inc, as Secured Party.

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit A of the Security Agreement.

6. The Railroad Equipment Lease (Counterpart Nos. 2 and 3), dated as of January 5, 1990, between PAC Rail, as Lessor, and Consolidated Rail Corporation, as Lessee.

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit A of the Security Agreement.

Also enclosed is a check in the amount of \$15.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a stamped executed copy of the enclosed document and a stamped photostatic copy of this letter to Ann E. Flowers, Hogan & Hartson, Columbia Square, 555 13th Street, N.W., Washington, D.C. 20004.

The names and addresses of the aforementioned parties to the enclosed documents are:

Pacific Rail Leasing Corporation/
PAC Rail
Two Embarcadero Center
Suite 1650
San Francisco, CA 94111

Concord Asset Management, Inc.
One Norwalk West
40 Richards Avenue
Norwalk, CT 06856

Consolidated Rail Corporation
1334 Six Penn Center Plaza
Philadelphia, PA 19103

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D.E. Mundell and Ben Maushardt, Trustees
c/o United States Leasing International, Inc.
615 Battery Street
San Francisco, CA 94111

Sanwa Bank California
612 S. Flower Street
Los Angeles, CA 90017

Please feel free to contact me with any questions which
you may have concerning the above.

Sincerely,



Ann E. Flowers

Enclosure

03791

Interstate Commerce Commission
Washington, D.C. 20423

2/20/90

OFFICE OF THE SECRETARY

Ann E. Flowers
Hogan & Hartson
Columbia Square
555 13th St N.W.
Washington, D.C. 20004-1109

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/20/90 at 12:05^{PM} and assigned recordation number(s). 16769, 16769-A, 16769-B, 16769-C, 16769-D & 16769-E

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

16769

RECORDATION NO. _____ FILED 1425

BILL OF SALE

FEB 20 1990 -12 05 PM

INTERSTATE COMMERCE COMMISSION

For valuable consideration, receipt of which is hereby acknowledged, SANWA BANK CALIFORNIA, successor in interest to Lloyds Bank California (formerly known as First Western Bank and Trust Company), as Trustee under that certain Trust Agreement dated as of July 1, 1971 ("Seller") does hereby sell, transfer and convey to PACIFIC RAIL LEASING CORPORATION ("Purchaser") all of Seller's right, title and interest, if any, in certain equipment, to-wit, those certain 100 ton covered hopper cars in Lessor Series B&LE 98202 through 98300 as more particularly described in Annex A-1 hereof.

Said Equipment is sold AS IS and WHERE IS.

Seller warrants only that it has not previously sold, transferred or conveyed any right, title or interest in the Equipment to any party other than Purchaser. SELLER MAKES NO OTHER WARRANTY WHATEVER WITH RESPECT TO TITLE.

THE WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF SELLER, WHETHER WRITTEN, ORAL OR IMPLIED. SELLER DOES NOT MAKE AND SHALL NOT BE DEEMED TO HAVE MADE ANY WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY, FITNESS FOR USE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT.

Dated as of this 15th day of December 1989.

SANWA BANK CALIFORNIA, as Trustee

By: W. F. Fuqua

Title: W. F. Fuqua Assistant Vice President

ANNEX A-1

98202	98255
98205	98256
98206	98258
98207	98260
98208	98261
98209	98263
98210	98264
98215	98265
98217	98267
98219	98268
98222	98269
98223	98271
98224	98273
98226	98274
98228	98275
98229	98277
98230	98278
98231	98279
98235	98281
98236	98282
98237	98285
98239	98287
98240	98288
98242	98289
98247	98290
98248	98292
98250	98297
98251	98298
98253	98300